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Attorneys for Defendant

MACK TRUCKS, INC. (erroneously sued

herein as "Mack Trucks")

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA, OAKLAND DIVISION

HONG LI GONG AND AI HUI MA,

Plaintiffs,

vs.

GMC OAKLAND TRUCK CENTER;
MACK TRUCKS; WABASH
NATIONAL; DOES 1 to 30,

Defendants.

CASE NO.

Lower Case No. RG18929152

**NOTICE OF REMOVAL OF
ACTION UNDER 28 U.S.C. 1441(b)
DIVERSITY**

TO THE CLERK OF THE ABOVE-ENTITLED COURT:

PLEASE TAKE NOTICE that defendant Mack Trucks, Inc., sued erroneously herein as "Mack Trucks" ("defendant") hereby removes to this Court the State Court action described below:

1. On November 19, 2018, an action was commenced in the Superior Court of the State of California in and for the County of Alameda, entitled *Hong Li Gong and Ai Hui Ma, Plaintiffs, v. GMC Oakland Truck Center; Mack Trucks; Wabash National; Does 1 to 30, Defendants*, Case Number RG 18929152. A copy of plaintiffs' complaint and accompanying documents is attached hereto as **Exhibit A**. A copy of defendant's answer to the complaint is attached hereto as **Exhibit B**.

2. The first date upon which defendant received a copy of the complaint

1 was December 13, 2018, when defendant's agent for service of process was served
 2 with a copy of the complaint and a summons. Copies of the summons and notice of
 3 service of process to Mack Trucks, Inc. are attached collectively hereto as **Exhibit**
 4 **C**.

5 3. This is a civil action of which this Court has original jurisdiction under
 6 28 U.S.C. § 1332, and is one which may be removed to this Court by defendant
 7 pursuant to 28 U.S.C. § 1441(b) in that it is a civil action between citizens of
 8 different states and the matter in controversy exceeds the sum of \$75,000, exclusive
 9 of interest and costs. Attached to plaintiffs' complaint are Statements of Damages
 10 which demonstrate plaintiffs are seeking damages in the amount of \$25,450,000.

11 4. Complete diversity of citizenship exists. Plaintiffs are citizens of the
 12 State of California. Defendant Mack Trucks, Inc. is a Pennsylvania Corporation
 13 with a principal place of business in the State of North Carolina. Defendant Wabash
 14 National Corporation is a Delaware Corporation with a principal place of business in
 15 the State of Indiana. The entity status, place of incorporation, and principal place of
 16 business of defendant "GMC Oakland Truck Center" are unknown. Defendant has
 17 not received notice that defendant Wabash National Corporation or defendant GMC
 18 Oakland Truck Center have been served with the Complaint.

19 5. Removal to the United States District Court, Northern District, Oakland
 20 Division is proper as the State Court action is venued in Alameda County.

21 DATED: January 14, 2019

LEWIS BRISBOIS BISGAARD & SMITH LLP

22
 23 By: 
 24

25 Steven A. Dabrowski
 26 Attorneys for Defendant MACK TRUCKS,
 27 INC. (erroneously sued herein as "Mack
 28 Trucks")

EXHIBIT “A”

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): ELINOR LEARY, NO. 227232 KIMBERLY WONG, NO. 251193 THE VEEN FIRM, P.C. 20 Haight Street San Francisco, CA 94102 TELEPHONE NO: (415) 673-4800 FAX NO. (Optional): (415) 771-5845 E-MAIL ADDRESS (Optional): EL.Team@VeenFirm.com ATTORNEY FOR (Name): Plaintiff Hong Li Gong and Ai Hui Ma		PLD-PI-001 FOR COURT USE ONLY RECORDED FILED ALAMEDA COUNTY NOV 1 9 2013 CLERK OF THE SUPERIOR COURT By: ERICA BAKER, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Alameda STREET ADDRESS: 1225 Fallon Street MAILING ADDRESS: 1225 Fallon Street CITY AND ZIP CODE: Oakland 94612 BRANCH NAME: Rene C. Davidson Alameda County Courthouse		
PLAINTIFF: Hong Li Gong and Ai Hui Ma DEFENDANT: GMC Oakland Truck Center; Mack Trucks; Wabash National <input checked="" type="checkbox"/> DOES 1 TO 30		
COMPLAINT—Personal Injury, Property Damage, Wrongful Death <input type="checkbox"/> AMENDED (Number): Type (check all that apply): <input checked="" type="checkbox"/> MOTOR VEHICLE <input type="checkbox"/> OTHER (specify): <input type="checkbox"/> Property Damage <input type="checkbox"/> Wrongful Death <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Other Damages (specify):		
Jurisdiction (check all that apply): <input type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input type="checkbox"/> does not exceed \$10,000 <input checked="" type="checkbox"/> exceeds \$10,000, but does not exceed \$25,000 <input checked="" type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlimited to limited		CASE NUMBER: RG18929152

1. Plaintiff (name or names): Hong Li Gong and Ai Hui Ma
 alleges causes of action against defendant (name or names): GMC Oakland Truck Center; Mack Trucks; Wabash National
2. This pleading, including attachments and exhibits, consists of the following number of pages: 6
3. Each plaintiff named above is a competent adult
- a. ☐ except plaintiff (name):
- (1) ☐ a corporation qualified to do business in California
 - (2) ☐ an unincorporated entity (describe):
 - (3) ☐ a public entity (describe):
 - (4) ☐ a minor ☐ an adult
 - (a) ☐ for whom a guardian or conservator of the estate or a guardian ad litem has been appointed
 - (b) ☐ other (specify):
 - (5) ☐ other (specify):
- b. ☐ except plaintiff (name):
- (1) ☐ a corporation qualified to do business in California
 - (2) ☐ an unincorporated entity (describe):
 - (3) ☐ a public entity (describe):
 - (4) ☐ a minor ☐ an adult
 - (a) ☐ for whom a guardian or conservator of the estate or a guardian ad litem has been appointed
 - (b) ☐ other (specify):
 - (5) ☐ other (specify):

Information about additional plaintiffs who are not competent adults is shown in Attachment 3.

PLD-PI-001

SHORT TITLE: Gong v. GMC Oakland Truck Center, et al.

CASE NUMBER:

4. ☐ Plaintiff (name):

is doing business under the fictitious name (specify):

and has complied with the fictitious business name laws.

5. Each defendant named above is a natural person

a. ☒ except defendant (name): GMC Oakland Truck Center(1) ☒ a business organization, form unknown(2) ☐ a corporation(3) ☐ an unincorporated entity (describe):(4) ☐ a public entity (describe):(5) ☐ other (specify):b. ☒ except defendant (name): Mack Trucks(1) ☒ a business organization, form unknown(2) ☐ a corporation(3) ☐ an unincorporated entity (describe):(4) ☐ a public entity (describe):(5) ☐ other (specify):c. ☒ except defendant (name): Wabash National(1) ☒ a business organization, form unknown(2) ☐ a corporation(3) ☐ an unincorporated entity (describe):(4) ☐ a public entity (describe):(5) ☐ other (specify):d. ☐ except defendant (name):(1) ☐ a business organization, form unknown(2) ☐ a corporation(3) ☐ an unincorporated entity (describe):(4) ☐ a public entity (describe):(5) ☐ other (specify):☐ Information about additional defendants who are not natural persons is contained in Attachment 5.

6. The true names of defendants sued as Does are unknown to plaintiff.

a. ☒ Doe defendants (specify Doe numbers): 1-30 were the agents or employees of other named defendants and acted within the scope of that agency or employment.b. ☒ Doe defendants (specify Doe numbers): 1-30 are persons whose capacities are unknown to plaintiff.7. ☐ Defendants who are joined under Code of Civil Procedure section 382 are (names):

8. This court is the proper court because

a. ☒ at least one defendant now resides in its jurisdictional area.b. ☐ the principal place of business of a defendant corporation or unincorporated association is in its jurisdictional area.c. ☐ Injury to person or damage to personal property occurred in its jurisdictional area.d. ☐ other (specify):9. ☐ Plaintiff is required to comply with a claims statute, anda. ☐ has complied with applicable claims statutes, orb. ☐ is excused from complying because (specify):

PLD-PI-001

SHORT TITLE: Gong v. GMC Oakland Truck Center, et al.

CASE NUMBER:

10. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):

- a. ☐ Motor Vehicle
- b. ☒ General Negligence
- c. ☐ Intentional Tort
- d. ☒ Products Liability
- e. ☐ Premises Liability
- f. ☒ Other (specify): loss of consortium

11. Plaintiff has suffered

- a. ☒ wage loss
- b. ☐ loss of use of property
- c. ☒ hospital and medical expenses
- d. ☒ general damage
- e. ☐ property damage
- f. ☒ loss of earning capacity
- g. ☐ other damage (specify):

12. ☐ The damages claimed for wrongful death and the relationships of plaintiff to the deceased are

- a. ☐ listed in Attachment 12.
- b. ☐ as follows:

13. The relief sought in this complaint is within the jurisdiction of this court.

14. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for

- a. (1) ☒ compensatory damages
- (2) ☐ punitive damages

The amount of damages is (in cases for personal injury or wrongful death, you must check (1)):

- (1) ☒ according to proof
- (2) ☐ in the amount of: \$

15. ☐ The paragraphs of this complaint alleged on information and belief are as follows (specify paragraph numbers):

Date: November 19, 2018

Kimberly Wong

(TYPE OR PRINT NAME)



(SIGNATURE OF PLAINTIFF OR ATTORNEY)

PLD-PI-001(2)

SHORT TITLE: Gong v. GMC Oakland Truck Center

CASE NUMBER:
RG17878411FIRST CAUSE OF ACTION—General Negligence
(number)

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ATTACHMENT TO ☒ Complaint ☐ Cross - Complaint

(Use a separate cause of action form for each cause of action.)

GN-1. Plaintiff (name): Hong Li Gong and Ai Hui Ma

alleges that defendant (name): GMC Oakland Truck Center

X. Does 1 to 30

was the legal (proximate) cause of damages to plaintiff. By the following acts or omissions to act, defendant negligently caused the damage to plaintiff

on (date): November 25, 2016

at (place): Highway 101 offramp, Millbrae

(description of reasons for liability):

On November 25, 2016, plaintiff Hong Li Gong was operating a 2007 Mack truck and 1998 Wabash trailer when they went out of control and crashed. At all times mentioned in this complaint, defendant GMC Oakland Truck Center and Does 1-30 maintained the truck and trailer. Defendant GMC Oakland Truck Center and Does 1-30 had a duty to maintain, inspect, repair, correct, instruct, install, service, and warn regarding the truck and trailer, including but not limited to the brakes, their related equipment, and other component and constituent parts to ensure that the truck and trailer were safe for their intended and foreseeable use by others, including plaintiff Hong Li Gong.

Before the aforementioned incident, defendant GMC Oakland Truck Center and Does 1-30 were negligent in their control, use, maintenance, construction, installation, service, repairs, inspections, instructions or failure to instruct, and warnings or failure to warn, regarding the truck and trailer, including the brakes, their related equipment, and other component and constituent parts.

On November 25, 2016, as the direct and legal result of the negligent acts and omissions of defendant GMC Oakland Truck Center and Does 1-30, the truck and tractor that plaintiff Hong Li Gong was driving went out of control and crashed.

The impact caused him to sustain serious injuries and losses. Plaintiff has suffered and will continue to suffer mental and physical pain and suffering and other non-economic damages. Plaintiff has reasonably incurred, and will continue to incur, medical and related expenses. Plaintiff has also suffered and will continue to suffer a loss of earnings and a loss of earnings capacity.

PLD-PI-001(5)

SHORT TITLE: Gong v. GMC Oakland Truck Center, et al.

CASE NUMBER:

SECOND CAUSE OF ACTION—Products Liability
(number)

Page 5

ATTACHMENT TO ☒ Complaint ☐ Cross-Complaint
(Use a separate cause of action form for each cause of action.)

Plaintiff (name): Hong Li Gong and Ai Hui Ma

Prod. L-1. On or about (date): November 25, 2016 plaintiff was injured by the following product:
a 2007 Mack truck and a 1998 Wabash National trailerProd. L-2. Each of the defendants knew the product would be purchased and used without inspection for defects.
The product was defective when it left the control of each defendant. The product at the time of injury was being☒ used in the manner intended by the defendants.☒ used in a manner that was reasonably foreseeable by defendants as involving a substantial danger not readily apparent. Adequate warnings of the danger were not given.

Prod. L-3. Plaintiff was a

☐ purchaser of the product.☒ user of the product.☐ bystander to the use of the product.☐ other (specify):

PLAINTIFF'S INJURY WAS THE LEGAL (PROXIMATE) RESULT OF THE FOLLOWING:

Prod. L-4. ☒ Count One—Strict liability of the following defendants whoa. ☒ manufactured or assembled the product (names): Mack Trucks; Wabash National☒ Does 1 to 30b. ☒ designed and manufactured component parts supplied to the manufacturer (names):☒ Does 1 to 30c. ☒ sold the product to the public (names):☒ Does 1 to 30Prod. L-5. ☒ Count Two—Negligence of the following defendants who owed a duty to plaintiff (names):
Mack Trucks; Wabash National☒ Does 1 to 30Prod. L-6. ☐ Count Three—Breach of warranty by the following defendants (names):☐ Does toa. ☐ who breached an implied warrantyb. ☐ who breached an express warranty which was☐ written ☐ oralProd. L-7. ☐ The defendants who are liable to plaintiffs for other reasons and the reasons for the liability are☐ listed in Attachment-Prod. L-7 ☐ as follows:

SHORT TITLE: Gong v. GMC Oakland Truck Center

CASE NUMBER:

1 **THIRD CAUSE OF ACTION--Loss of Consortium**

2 At all times relevant, plaintiff Ai Hui Ma was the lawful wife of Hong Li
3 Gong and benefited from the love, society, comfort, services, affection,
4 assistance, protection, companionship, and moral support of her husband. By
5 their negligent acts, omissions, and other tortious conduct described herein,
6 defendants GMC Oakland Truck Center, Mack Trucks, Wabash National, and Does
7 1-30 legally caused plaintiff Ai Hui Ma to suffer a loss of consortium of
8 her spouse.

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26 (Required for verified pleading) The items on this page stated on information and belief (specify item numbers, not line
27 numbers):

This page may be used with any Judicial Council form or any other paper filed with this court.

Page 6

The Veen Firm, P.C.
Attn: Leary, Elinor
20 Haight Street
San Francisco, CA 94102

RECEIVED
THE VEEN FIRM

NOV 26 2018

Calendared

Superior Court of California, County of Alameda

Gong

Plaintiff/Petitioner(s)

VS.

GMC Oakland Truck Center

Defendant/Respondent(s)

(Abbreviated Title)

No. RG18929152

**NOTICE OF CASE MANAGEMENT
CONFERENCE AND ORDER**
Unlimited Jurisdiction

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

Notice is given that a Case Management Conference has been scheduled as follows:

Date: 04/03/2019 Time: 03:00 PM	Department: 22 Location: Administration Building Fourth Floor 1221 Oak Street, Oakland CA 94612 Internet: www.alameda.courts.ca.gov	Judge: Robert McGuinness Clerk: D'Mario Clemons Clerk telephone: (510) 267-6938 E-mail: Dept.22@alameda.courts.ca.gov Fax: (510) 267-1574
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ORDERS

1. Plaintiff must:
 - a. Serve all named defendants and file proofs of service on those defendants with the court within 60 days of the filing of the complaint (Cal. Rules of Court, 3.110(b)); and
 - b. Give notice of this conference to all other parties and file proof of service.
2. Defendant must respond as stated on the summons.
3. All parties who have appeared before the date of the conference must:
 - a. Meet and confer, in person or by telephone as required by Cal. Rules of Court, rule 3.724;
 - b. File and serve a completed *Case Management Statement* on Form CM-110 at least 15 days before the Case Management Conference (Cal. Rules of Court, rule 3.725); and
 - c. Post jury fees as required by Code of Civil Procedure section 631.
4. If you do not follow the orders above, the court may issue an order to show cause why you should not be sanctioned under Cal. Rules of Court, rule 2.30. Sanctions may include monetary sanctions, striking pleadings or dismissal of the action.
5. You are further ordered to appear in person or through your attorney of record at the Case Management Conference noticed above. You must be thoroughly familiar with the case and fully authorized to proceed. You may be able to appear at Case Management Conferences by telephone. Contact CourtCall, an independent vendor, at least three business days before the scheduled conference. Call 1-888-882-6878, or fax a service request to (888) 882-2946. The vendor charges for this service.
6. You may file *Case Management Conference Statements* by E-Delivery. Submit them directly to the E-Delivery Fax Number (510) 267-5732. No fee is charged for this service. For further information, go to www.alameda.courts.ca.gov/ff.
7. The judge may place a *Tentative Case Management Order* in your case's on-line register of actions before the conference. This order may establish a discovery schedule, set a trial date or refer the case to Alternate Dispute Resolution, such as mediation or arbitration. Check the website of each assigned department for procedures regarding tentative case management orders at www.alameda.courts.ca.gov/dc.

CLERK'S CERTIFICATE OF MAILING

I certify that the following is true and correct: I am the clerk of the above-named court and not a party to this cause. I served this Notice of Hearing by placing copies in envelopes addressed as shown hereon and then by sealing and placing them for collection, stamping or metering with prepaid postage, and mailing on the date stated below, in the United States mail at Alameda County, California, following standard court practices.

Executed on 11/21/2018.

By

 ^{Digit}

Deputy Clerk

Superior Court of California, County of Alameda



Notice of Assignment of Judge for All Purposes

Case Number: RG18929152
Case Title: Gong VS GMC Oakland Truck Center
Date of Filing: 11/19/2018

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

Pursuant to Rule 3.734 of the California Rules of Court and Title 3 Chapter 2 of the Local Rules of the Superior Court of California, County of Alameda, this action is hereby assigned by the Presiding Judge for all purposes to:

Judge:	Robert McGuinness
Department:	22
Address:	Administration Building 1221 Oak Street Oakland CA 94612
Phone Number:	(510) 267-6938
Fax Number:	(510) 267-1574
Email Address:	Dept.22@alameda.courts.ca.gov

Under direct calendaring, this case is assigned to a single judge for all purposes including trial.

Please note: In this case, any challenge pursuant to Code of Civil Procedure section 170.6 must be exercised within the time period provided by law. (See Code Civ. Proc. §§ 170.6, subd. (a)(2) and 1013.)

NOTICE OF NONAVAILABILITY OF COURT REPORTERS: Effective June 4, 2012, the court will not provide a court reporter for civil law and motion hearings, any other hearing or trial in civil departments, or any afternoon hearing in Department 201 (probate). Parties may arrange and pay for the attendance of a certified shorthand reporter. In limited jurisdiction cases, parties may request electronic recording.

Amended Local Rule 3.95 states: "Except as otherwise required by law, in general civil case and probate departments, the services of an official court reporter are not normally available. For civil trials, each party must serve and file a statement before the trial date indicating whether the party requests the presence of an official court reporter."

IT IS THE DUTY OF EACH PLAINTIFF AND CROSS COMPLAINANT TO SERVE A COPY OF THIS NOTICE IN ACCORDANCE WITH LOCAL RULES.

General Procedures

Following assignment of a civil case to a specific department, all pleadings, papers, forms, documents and writings can be submitted for filing at either Civil Clerk's Office, located at the René C. Davidson Courthouse, Room 109, 1225 Fallon Street, Oakland, California, 94612, and the Hayward Hall of Justice, 24405 Amador Street, Hayward, California, 94544. All documents, with the exception of the original summons and the original civil complaint, shall have clearly typed on the face page of each document, under the case number, the following:

ASSIGNED FOR ALL PURPOSES TO
JUDGE Robert McGuiness
DEPARTMENT 22

All parties are expected to know and comply with the Local Rules of this Court, which are available on the Court's website at: [http://www.alameda.courts.ca.gov/Pages.aspx/Local-Rules\(1\)](http://www.alameda.courts.ca.gov/Pages.aspx/Local-Rules(1)) and with the California Rules of Court, which are available at www.courtinfo.ca.gov.

Parties must meet and confer to discuss the effective use of mediation or other alternative dispute processes (ADR) prior to the Initial Case Management Conference. The court encourages parties to file a "Stipulation to Attend ADR and Delay Initial Case Management Conference for 90 Days". Plaintiff received that form in the ADR Information package at the time the complaint was filed. The court's Web site also contains this form and other ADR information. If the parties do not stipulate to attend ADR, the parties must be prepared to discuss referral to ADR at the Initial Case Management Conference.

(1) Counsel are expected to be familiar with the Statement of Professionalism and Civility, Alameda County Bar (www.acbanel.org, "About the ACBA," "Forms Library.") (2) Appearances by attorneys who are not counsel of record are not permitted except for good cause shown. Non-emergency scheduling conflicts is not good cause. (3) A courtesy copy of any paper filed, lodged or otherwise submitted in connection with any motion or application must be delivered to Department 22 at the above address by mail, overnight delivery, or to the courtesy copy box outside the courtroom promptly after filing or submission (see Local Rule 3.30(c)). (4) All references to "counsel" in this order apply equally to self-represented parties, who should know that there is a Self-Help Center at Hayward Hall of Justice, 24405 Amador Street, 1st Floor, Dept. 501. (5) Email communication to the department is preferred, but email is NOT a substitute for filing of pleadings/documents.

Schedule for Department 22

The following scheduling information is subject to change at any time, without notice. Please contact the department at the phone number or email address noted above if you have questions. Contacts with Dept. 22 should be by e-mail with copies to all counsel after conferring about proposed dates.

- Trials generally are held: Mondays through Thursdays, 8:30 a.m. to 1:30 p.m. with two breaks and Fridays, 8:30 a.m. to noon with one break. A pretrial conference is generally scheduled 3 weeks before trial at 8:30 a.m. or 2:00 p.m. on a Friday. Personal appearance required.
- Case Management Conferences are held: Mondays through Thursdays at 3:00 p.m.
- Law and Motion matters are heard: Tuesdays and Thursdays at 3:00 p.m. (maximum 5 each). Email Dept. 22 to obtain a reservation. Limited hearings are available for summary judgments, preliminary injunctions and other time intensive motions.

- Settlement Conferences are heard: Court resources are limited. Counsel encouraged to consider alternative dispute resolution options. Conferences will be specially set when deemed appropriate.
- Ex Parte matters are heard: Applications are considered only on moving papers and any written response. Email Dept. 22 to advise when papers will be filed and give notice to other side and advise same that written opposition must be filed in 24 hours.

Law and Motion Procedures

To obtain a hearing date for a Law and Motion or ex parte matter, parties must contact the department as follows:

- Motion Reservations
Email: Dept.22@alameda.courts.ca.gov
- Ex Parte Matters
Email: Dept.22@alameda.courts.ca.gov

Tentative Rulings

The court may issue tentative rulings in accordance with the Local Rules. Tentative rulings will become the Court's order unless contested in accordance with the Local Rules. Tentative rulings will be available at:

- Website: www.alameda.courts.ca.gov/domainweb, Calendar Information for Dept. 22
- Phone: 1-866-223-2244

Dated: 11/20/2018

Ly-S. Cant

Presiding Judge,


Superior Court of California, County of Alameda

CLERK'S CERTIFICATE OF MAILING

I certify that the following is true and correct: I am the clerk of the above-named court and not a party to this cause. I served this Notice by placing copies in envelopes addressed as shown on the attached Notice of Initial Case Management Conference and then by sealing

and placing them for collection, stamping or metering with prepaid postage, and mailing on the date stated below, in the United States mail at Alameda County, California, following standard court practices.

Executed on 11/21/2018

By 
Deputy Clerk



Superior Court of California, County of Alameda Alternative Dispute Resolution (ADR) Information Packet

The person who files a civil lawsuit (plaintiff) must include the ADR Information Packet with the complaint when serving the defendant. Cross complainants must serve the ADR Information Packet on any new parties named to the action.

The Court *strongly encourages* the parties to use some form of ADR before proceeding to trial. You may choose ADR by:

- Indicating your preference on Case Management Form CM-110;
- Filing the Stipulation to ADR and Delay Initial Case Management Conference for 90 Days (a local form included with the information packet); or
- Agree to ADR at your Initial Case Management Conference.

QUESTIONS? Call (510) 891-6055. Email adrprogram@alameda.courts.ca.gov
Or visit the court's website at <http://www.alameda.courts.ca.gov/adr>

What Are The Advantages Of Using ADR?

- *Faster* – Litigation can take years to complete but ADR usually takes weeks or months.
- *Cheaper* – Parties can save on attorneys' fees and litigation costs.
- *More control and flexibility* – Parties choose the ADR process appropriate for their case.
- *Cooperative and less stressful* – In mediation, parties cooperate to find a mutually agreeable resolution.
- *Preserve Relationships* – A mediator can help you effectively communicate your interests and point of view to the other side. This is an important benefit when you want to preserve a relationship.

What Is The Disadvantage Of Using ADR?

- *You may go to court anyway* – If you cannot resolve your dispute using ADR, you may still have to spend time and money resolving your lawsuit through the courts.

What ADR Options Are Available?

- *Mediation* – A neutral person (mediator) helps the parties communicate, clarify facts, identify legal issues, explore settlement options, and agree on a solution that is acceptable to all sides.
 - *Court Mediation Program*: Mediators do not charge fees for the first two hours of mediation. If parties need more time, they must pay the mediator's regular fees.

Some mediators ask for a deposit before mediation starts which is subject to a refund for unused time.

- o **Private Mediation:** This is mediation where the parties pay the mediator's regular fees and may choose a mediator outside the court's panel.
- **Arbitration** – A neutral person (arbitrator) hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial and the rules of evidence are often relaxed. Arbitration is effective when the parties want someone other than themselves to decide the outcome.
- o **Judicial Arbitration Program (non-binding):** The judge can refer a case or the parties can agree to use judicial arbitration. The parties select an arbitrator from a list provided by the court. If the parties cannot agree on an arbitrator, one will be assigned by the court. There is no fee for the arbitrator. The arbitrator must send the decision (award of the arbitrator) to the court. The parties have the right to reject the award and proceed to trial.
- o **Private Arbitration (binding and non-binding)** occurs when parties involved in a dispute either agree or are contractually obligated. This option takes place outside of the courts and is normally binding meaning the arbitrator's decision is final.

Mediation Service Programs In Alameda County

Low cost mediation services are available through non-profit community organizations. Trained volunteer mediators provide these services. Contact the following organizations for more information:

SEEDS Community Resolution Center

2530 San Pablo Avenue, Suite A, Berkeley, CA 94702-1612

Telephone: (510) 548-2377 Website: www.seedscrc.org

Their mission is to provide mediation, facilitation, training and education programs in our diverse communities – Services that Encourage Effective Dialogue and Solution-making.

Center for Community Dispute Settlement

291 McLeod Street, Livermore, CA 94550

Telephone: (925) 373-1035 Website: www.trivalleymediation.com

CCDS provides services in the Tri-Valley area for all of Alameda County.

For Victim/Offender Restorative Justice Services

Catholic Charities of the East Bay: Oakland

433 Jefferson Street, Oakland, CA 94607

Telephone: (510) 768-3100 Website: www.cceb.org

Mediation sessions involve the youth, victim, and family members work toward a mutually agreeable restitution agreement.

ALA ADR-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Alameda, State Bar number, and address) TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, ALAMEDA COUNTY STREET ADDRESS: _____ MAILING ADDRESS: _____ CITY AND ZIP CODE: _____ BRANCH NAME: _____	
PLAINTIFF/PETITIONER: _____ DEFENDANT/RESPONDENT: _____	
STIPULATION TO ATTEND ALTERNATIVE DISPUTE RESOLUTION (ADR) AND DELAY INITIAL CASE MANAGEMENT CONFERENCE FOR 90 DAYS	

INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided.

This stipulation is effective when:

- All parties have signed and filed this stipulation with the Case Management Conference Statement at least 15 days before the initial case management conference.
- A copy of this stipulation has been received by the ADR Program Administrator, 1225 Fallon Street, Oakland, CA 94612.

1. Date complaint filed: _____ An Initial Case Management Conference is scheduled for:

Date:

Time:

Department:

2. Counsel and all parties certify they have met and conferred and have selected the following ADR process (check one):

- ☐ Court mediation ☐ Judicial arbitration
☐ Private mediation ☐ Private arbitration

3. All parties agree to complete ADR within 90 days and certify that:

- a. No party to the case has requested a complex civil litigation determination hearing;
- b. All parties have been served and intend to submit to the jurisdiction of the court;
- c. All parties have agreed to a specific plan for sufficient discovery to make the ADR process meaningful;
- d. Copies of this stipulation and self-addressed stamped envelopes are provided for returning endorsed filed stamped copies to counsel and all parties;
- e. Case management statements are submitted with this stipulation;
- f. All parties will attend ADR conferences; and,
- g. The court will not allow more than 90 days to complete ADR.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF)

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF ATTORNEY FOR PLAINTIFF)

ALA ADR-001

PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER:
--	--------------

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF DEFENDANT)

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF ATTORNEY FOR DEFENDANT)

CIV-050

- DO NOT FILE WITH THE COURT -
- UNLESS YOU ARE APPLYING FOR A DEFAULT JUDGMENT UNDER CODE OF CIVIL PROCEDURE § 585 -

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): Elinor Leary NO. 227232 Kimberly Wong, NO. 251193 The Veen Firm, P.C. 20 Haight Street San Francisco, CA 94102 ATTORNEY FOR (name): <u>Plaintiffs Hong Li Gong and Ai Hui Ma</u>		TELEPHONE NO.: (415) 673-4800	FOR COURT USE ONLY
STREET ADDRESS: <u>1225 Fallon Street</u> MAILING ADDRESS: CITY AND ZIP CODE: <u>Oakland, CA 94612</u> BRANCH NAME:			
PLAINTIFF: <u>Hong Li Gong and Ai Hui Ma</u> DEFENDANT: <u>GMC Oakland Truck Center, et. al.</u>			
STATEMENT OF DAMAGES (Personal Injury or Wrongful Death)		CASE NUMBER: <u>RG18929152</u>	

To (name of one defendant only): Mack Trucks
 Plaintiff (name of one plaintiff only): Hong Li Gong
 seeks damages in the above-entitled action, as follows:

- | | AMOUNT |
|--|----------------------|
| 1. General damages | |
| a. <input checked="" type="checkbox"/> Pain, suffering, and inconvenience | \$ <u>10,000,000</u> |
| b. <input type="checkbox"/> Emotional distress | \$ _____ |
| c. <input type="checkbox"/> Loss of consortium | \$ _____ |
| d. <input type="checkbox"/> Loss of society and companionship (wrongful death actions only) | \$ _____ |
| e. <input type="checkbox"/> Other (specify) | \$ _____ |
| f. <input type="checkbox"/> Other (specify) | \$ _____ |
| g. <input type="checkbox"/> Continued on Attachment 1.g. | |
| 2. Special damages | |
| a. <input checked="" type="checkbox"/> Medical expenses (to date) | \$ <u>250,000</u> |
| b. <input checked="" type="checkbox"/> Future medical expenses (present value) | \$ <u>10,000,000</u> |
| c. <input checked="" type="checkbox"/> Loss of earnings (to date) | \$ <u>200,000</u> |
| d. <input checked="" type="checkbox"/> Loss of future earning capacity (present value) | \$ <u>2,000,000</u> |
| e. <input type="checkbox"/> Property damage | \$ _____ |
| f. <input type="checkbox"/> Funeral expenses (wrongful death actions only) | \$ _____ |
| g. <input type="checkbox"/> Future contributions (present value) (wrongful death actions only) | \$ _____ |
| h. <input type="checkbox"/> Value of personal service, advice, or training (wrongful death actions only) | \$ _____ |
| i. <input checked="" type="checkbox"/> Other (specify) <u>Loss of Household Services</u> | \$ <u>1,000,000</u> |
| j. <input type="checkbox"/> Other (specify) | \$ _____ |
| k. <input type="checkbox"/> Continued on Attachment 2.k. | |
| 3. <input type="checkbox"/> Punitive damages: Plaintiff reserves the right to seek punitive damages in the amount of (specify) \$ _____
when pursuing a judgment in the suit filed against you.
Date: <u>December 12, 2018</u> | |

Kimberly Wong

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

(Proof of service on reverse)

Page 1 of 2

CIV-050

- DO NOT FILE WITH THE COURT -
- UNLESS YOU ARE APPLYING FOR A DEFAULT JUDGMENT UNDER CODE OF CIVIL PROCEDURE § 585 -

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): Elinor Leary, NO. 227232 Kimberly Wong, NO. 251193 The Veen Firm, P.C. 20 Haight Street San Francisco, CA 94102 ATTORNEY FOR (name): <u>Plaintiffs Hong Li Gong and Ai Hui Ma</u> SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA STREET ADDRESS: 1225 Fallon Street MAILING ADDRESS: CITY AND ZIP CODE: Oakland, CA 94612 BRANCH NAME:	TELEPHONE NO.: (415) 673-4800	FOR COURT USE ONLY
PLAINTIFF: Hong Li Gong and Ai Hui Ma DEFENDANT: GMC Oakland Truck Center, et. al.	CASE NUMBER: RG18929152	
STATEMENT OF DAMAGES (Personal Injury or Wrongful Death)		

To (name of one defendant only): Mack Trucks

Plaintiff (name of one plaintiff only): Ai Hui Ma

seeks damages in the above-entitled action, as follows:

- | | AMOUNT |
|---|---------------------|
| 1. General damages | |
| a. <input type="checkbox"/> Pain, suffering, and inconvenience | \$ _____ |
| b. <input type="checkbox"/> Emotional distress | \$ _____ |
| c. <input checked="" type="checkbox"/> Loss of consortium | \$ <u>2,000,000</u> |
| d. <input type="checkbox"/> Loss of society and companionship (wrongful death actions only) | \$ _____ |
| e. <input type="checkbox"/> Other (specify) | \$ _____ |
| f. <input type="checkbox"/> Other (specify) | \$ _____ |
| g. <input type="checkbox"/> Continued on Attachment 1.g. | |
| 2. Special damages | |
| a. <input type="checkbox"/> Medical expenses (to date) | \$ _____ |
| b. <input type="checkbox"/> Future medical expenses (present value) | \$ _____ |
| c. <input type="checkbox"/> Loss of earnings (to date) | \$ _____ |
| d. <input type="checkbox"/> Loss of future earning capacity (present value) | \$ _____ |
| e. <input type="checkbox"/> Property damage | \$ _____ |
| f. <input type="checkbox"/> Funeral expenses (wrongful death actions only) | \$ _____ |
| g. <input type="checkbox"/> Future contributions (present value) (wrongful death actions only) | \$ _____ |
| h. <input type="checkbox"/> Value of personal service, advice, or training (wrongful death actions only) | \$ _____ |
| i. <input type="checkbox"/> Other (specify) | \$ _____ |
| j. <input type="checkbox"/> Other (specify) | \$ _____ |
| k. <input type="checkbox"/> Continued on Attachment 2.k. | |
| 3. <input type="checkbox"/> Punitive damages: Plaintiff reserves the right to seek punitive damages in the amount of (specify) ..\$ _____ | |
| when pursuing a judgment in the suit filed against you. | |
| Date: December 12, 2018 | |

Kimberly Wong

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

(Proof of service on reverse)

Page 1 of 2

EXHIBIT “B”

1 **LEWIS BRISBOIS BISGAARD & SMITH LLP**

2 ANTHONY E. SONNETT, SB# 163182

3 E-Mail: Anthony.Sonnett@lewisbrisbois.com

4 STEVEN A. DABROWSKI, SB# 294194

5 E-Mail: Steven.Dabrowski@lewisbrisbois.com

6 633 West 5th Street, Suite 4000

7 Los Angeles, California 90071

8 Telephone: 213.250.1800

9 Facsimile: 213.250.7900

10 Attorneys for Defendant

11 MACK TRUCKS, INC. (erroneously sued herein
12 as "Mack Trucks")

13
14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 COUNTY OF ALAMEDA

16 RENE C. DAVIDSON ALAMEDA COUNTY COURTHOUSE

17 Hong Li Gong and Ai Hui Ma,

18 Plaintiffs,

19 vs.

20 GMC Oakland Truck Center; Mack Trucks;
21 Wabash National; Does 1 to 30,

22 Defendants.

CASE NO. RG18929152

**ANSWER BY MACK TRUCKS, INC. TO
PLAINTIFFS' COMPLAINT**

[Assigned to: The Hon. Robert McGuiness;
Dept. 22]

Action Filed: November 19, 2018

Trial Date: None Set

23 **TO THE COURT, ALL PARTIES AND THEIR COUNSEL OF RECORD:**

24 Defendant MACK TRUCKS, INC. (erroneously sued herein as "Mack Trucks")

25 (hereinafter "Defendant") hereby answers plaintiffs' unverified complaint ("Complaint") as
26 follows:

27 Pursuant to California Code of Civil Procedure Section 431.30(d), Defendant denies each
28 and every allegation of the Complaint herein and the whole thereof and further denies that
29 plaintiffs have been damaged in the sum or sums alleged, or in any sum whatsoever. Defendant
30 further denies that plaintiffs have sustained or will sustain any injury, damage or loss, if any, by
31 reason of any act or omission on the part of Defendant.

32 ///

33 ///

4827-7890-8549.1

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Claim)

1. Defendant alleges that the Complaint and each and every separate cause of action therein, fails to state facts sufficient to constitute any cause of action against Defendant.

SECOND AFFIRMATIVE DEFENSE

(Comparative Fault)

2. Defendant alleges that the damages alleged by plaintiffs, such damages being expressly denied, were proximately caused by the negligence, fault or carelessness of plaintiffs and that such negligence, carelessness or fault comparatively reduces the percentage of any potential recovery from Defendant, if it should be found that Defendant committed any act entitling plaintiffs to recovery, which Defendant expressly denies.

THIRD AFFIRMATIVE DEFENSE

(Third-Party Comparative Fault)

3. Defendant alleges that the damages alleged by plaintiffs, such damages being expressly denied, were proximately caused by the negligence, carelessness and/or other fault of firms, persons, corporations, or entities other than Defendant, and that such negligence, carelessness and/or fault bars recovery or comparatively reduces the percentage of any potential recovery attributable to Defendant, if it should be found that Defendant committed any act entitling plaintiffs to recovery, which Defendant expressly denies.

FOURTH AFFIRMATIVE DEFENSE

(Independent, Intervening or Superseding Causes)

4. Defendant alleges that independent, intervening and superseding forces and/or actions of third parties or plaintiffs proximately caused or contributed to plaintiffs' alleged losses or damages, if any, barring recovery from Defendant.

FIFTH AFFIRMATIVE DEFENSE

(Misuse of Product)

5. Defendant alleges that the alleged damages in question, if any, were the result of the misuse of the product in question.

SIXTH AFFIRMATIVE DEFENSE

(Failure to Follow Warning Supplied with Product)

6. Any injuries or damages sustained by plaintiffs by the product were proximately caused by the failure of plaintiffs and/or other third parties, unrelated to Defendant, to follow the warning(s) supplied with the product, which warning(s) adequately warned of the risks involved in the product's use or misuse.

SEVENTH AFFIRMATIVE DEFENSE

(Failure to Follow Written and/or Oral Instructions)

7. Defendant alleges that plaintiffs' damages, if any, were caused or contributed to by plaintiffs' failure to comply with the written and oral instructions relating to use and maintenance of the vehicle in question, and that plaintiffs' recovery, if any, should therefore be diminished or barred in accordance with law.

EIGHTH AFFIRMATIVE DEFENSE

(State of the Art)

8. Defendant alleges that the product involved in the subject incident conformed to the state of the art at the time of sale and was designed, manufactured, and tested pursuant to generally recognized and prevailing standards and in accordance with the applicable statutes, regulations, and requirements that governed the product in the jurisdiction in which it was intended to be sold at the time of design, manufacture and sale.

NINTH AFFIRMATIVE DEFENSE

(No Duty)

9. Defendant alleges that it had not assumed a duty to inspect, repair or maintain the product or products at issue, and as such the Complaint fails to state any cause of action against Defendant.

TENTH AFFIRMATIVE DEFENSE

(Statute of Limitations)

10. Defendant alleges that plaintiffs' causes of action are barred, in whole or in part, by the expiration of the applicable statutes of limitation, including, but not limited to, California Code

1 of Civil Procedure §§ 335, 335.1, and 343, and all other applicable provisions of California's Code
2 of Civil Procedure.

3 **ELEVENTH AFFIRMATIVE DEFENSE**

4 (Failure to Join Necessary Parties)

5 11. Defendant alleges that plaintiffs have failed to join a party or parties necessary and
6 indispensable to this action.

7 **TWELFTH AFFIRMATIVE DEFENSE**

8 (Assumption of Risk)

9 12. Defendant alleges that if plaintiffs incurred any loss or damage as alleged in the
10 Complaint, then plaintiffs' damages were legally and proximately caused by, and arose out of,
11 risks of which plaintiffs had both knowledge and understanding and that plaintiffs voluntarily
12 assumed.

13 **THIRTEENTH AFFIRMATIVE DEFENSE**

14 (Misuse, Abuse and Failure to Maintain Product)

15 13. Defendant alleges that plaintiffs' damages, if any, were caused or contributed to by
16 the misuse or abuse of and/or the failure to properly maintain and/or repair the vehicle involved in
17 the subject incident by plaintiffs, or other third parties unrelated to Defendant. To the extent there
18 was an abuse, alteration, misuse, or unintended use of the product by plaintiffs or others which
19 was without Defendant's knowledge or approval and was a proximate cause of the loss or damage
20 alleged in the Complaint, then to that same extent, such abuse, alteration, misuse or unintentional
21 use shall bar recovery against Defendant.

22 **FOURTEENTH AFFIRMATIVE DEFENSE**

23 (Alteration of Product)

24 14. Defendant alleges the vehicle in question was altered after it left Defendant's
25 control, and this alteration proximately caused the losses and damages complained of, if there
26 were any.

27 ///

28 ///

FIFTEENTH AFFIRMATIVE DEFENSE

(Sophisticated User)

15. Defendant alleges that plaintiff was a sophisticated user of the vehicle that is the subject of this suit, and that any dangers posed by the vehicle were obvious or generally known to plaintiffs, barring any claim by plaintiffs for failure to warn.

SIXTEENTH AFFIRMATIVE DEFENSE

(Preemption)

16. Defendant alleges that plaintiffs' claims and/or causes of action are barred, in whole or in part, by the doctrine of preemption.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Failure to Make Reasonable Efforts to Minimize Loss)

17. Defendant alleges that plaintiffs have failed to act reasonably to minimize any loss or harm that they suffered, and could have avoided such harm by making reasonable efforts or expenditures.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Contribution)

18. Defendant alleges that it is entitled to contribution from any person and entity whose negligence or other acts proximately contributed to the happening of the claimed incident or alleged injuries, if plaintiffs should receive a verdict against Defendant.

NINETEENTH AFFIRMATIVE DEFENSE

(Indemnification)

19. Defendant alleges that it is entitled to indemnification by apportionment against all parties, persons, and entities whose negligence and/or acts contributed proximately to the happening of the claimed incident or alleged damages.

TWENTIETH AFFIRMATIVE DEFENSE

(Equitable Doctrines)

20. Defendant alleges that the Complaint, including each and every cause of action therein, is barred by the equitable doctrines of laches, unclean hands, and/or estoppel.

TWENTY-FIRST AFFIRMATIVE DEFENSE

(Release)

21. Defendant alleges that plaintiffs' claims are barred by any release and/or releases executed by plaintiffs and/or individuals, firms, corporations, or entities other than Defendant.

TWENTY-SECOND AFFIRMATIVE DEFENSE

(Waiver)

22. Defendant alleges that plaintiffs engaged in conduct and activities sufficient to constitute waiver of any alleged breach of duty, negligence, act, omission, or any other conduct, if any, as set forth in the Complaint.

TWENTY-THIRD AFFIRMATIVE DEFENSE

(Non-Economic Damages Several Only)

23. Defendant alleges that, pursuant to California Civil Code sections 1431.1 and 1431.2, Defendant's liability, if any, for non-economic damages shall be several only and shall not be joint with any other existing defendant, potential defendant, cross-complainant, cross-defendant, or other person or entity. Defendant can only be held liable for the amount of non-economic damages allocated to it in direct proportion to the percentage of fault, if any, determined at trial, and a separate judgment shall be rendered against Defendant for that amount.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

(Res Judicata/Collateral Estoppel)

24. Defendant alleges that plaintiffs' Complaint is barred, in whole or in part, by res judicata or collateral estoppel.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

(Notice)

25. Defendant alleges that plaintiffs failed to give timely notice to Defendant concerning any purported breach of warranty, express or implied, as required by California Commercial Code, section 2607(3)(a).

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TWENTY-SIXTH AFFIRMATIVE DEFENSE

(Express Warranty)

26. Defendant alleges that if an express warranty was formed, said express warranty was in lieu of any other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

(Waiver of Warranties)

27. Defendant alleges that plaintiffs expressly waived any and all implied warranties not specifically provided for in the warranty, if there were any.

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

(Settlement)

28. Defendant alleges that any recovery or settlement plaintiffs may have obtained from other individuals, firms, corporations, or entities over whom Defendant has or had no control or right of control, must reduce or bar altogether any recovery or judgment which plaintiffs might obtain from Defendant.

TWENTY-NINTH AFFIRMATIVE DEFENSE

(Violations of Cal. Civ. Code §§ 3333.3, 3333.4)

29. Defendant alleges that plaintiffs' damages, if any, are limited or barred by the provisions of California Civil Code sections 3333.3 and 3333.4.

THIRTIETH AFFIRMATIVE DEFENSE

(Reservation of Rights)

30. Defendant has insufficient knowledge or information upon which to form a belief as to whether it may have additional affirmative defenses available. Defendant reserves the right to assert additional affirmative defenses in the event discovery indicates that it will be appropriate to do so.

///

///

///

1 WHEREFORE, Defendant prays that the Court enter a judgment:

2 1. Dismissing plaintiffs' Complaint as against Defendant, with prejudice;

3 2. Awarding Defendant its costs and reasonable attorneys' fees;

4 3. Granting Defendant such other and further relief as the Court may deem just and
5 appropriate.

6 DEFENDANT HEREBY REQUESTS A TRIAL BY JURY.

7
8 DATED: January 14, 2019

LEWIS BRISBOIS BISGAARD & SMITH LLP

9
10 By: 

11 Anthony E. Sonnett
12 Steven A. Dabrowski
13 Attorneys for Defendant
14 MACK TRUCKS, INC.
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CALIFORNIA STATE COURT PROOF OF SERVICE

Hong Li Gong, et al. v. GMC Oakland Truck Center, et al. – Case No. RG18929152

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to the action. My business address is 633 West 5th Street, Suite 4000, Los Angeles, CA 90071.

On January 14, 2019, I served the following document(s): **ANSWER BY MACK TRUCKS TO PLAINTIFF'S COMPLAINT**

I served the documents on the following persons at the following addresses (including fax numbers and e-mail addresses, if applicable):

Attorneys for Plaintiffs

Elinor Leary, Esq.

Kimberly Wong, Esq.

THE VEEN FIRM, P.C.

20 Haight Street

San Francisco, CA 94102

Tel: 415-673-4800

Fax: 415-771-5845

Email: EL.Team@VeenFirm.com

The documents were served by the following means:

☒ (BY U.S. MAIL) I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses listed above and:

☒ Placed the envelope or package for collection and mailing, following our ordinary business practices. I am readily familiar with the firm's practice for collection and processing correspondence for mailing. Under that practice, on the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the U.S. Postal Service, in a sealed envelope or package with the postage fully prepaid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on January 14, 2019, at Los Angeles, California.


SAMANTHA COX

EXHIBIT “C”

**SUMMONS
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT: GMC Oakland Truck Center; Mack
(AVISO AL DEMANDADO): Trucks; Wabash National; and Does**
1-30

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**
Hong Li Gong and Ai Hui Ma

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ENCLOSURE
FILED
ALAMEDA COUNTY

NOV 1 8 2018

CLERK OF THE SUPERIOR COURT
By: ERICA RAKER, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos extras por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desahar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

Superior Court of Alameda
1225 Fallon Street
1225 Fallon Street
Oakland 94612

CASE NUMBER:
(Número del Caso):

RG18929152

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

ELINOR LEARY, NO. 227232; KIMBERLY WONG, NO. 251193 (415) 673-4800 (415) 771-5845

THE VEEN FIRM, P.C.

20 Haight Street

San Francisco, CA 94102

DATE:

(Fecha) NOV 14 2018

CHAN CINKE

EXE: CHAN CINKE, Clerk, by

(Secretario)

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

(SEAL)

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): Mack Trucks

under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.80 (authorized person)
☐ other (specify):

4. ☐ by personal delivery on (date):



**Service of Process
Transmittal**

12/13/2018

CT Log Number 534571844

TO: Therence O Pickett, V.P., Gen Csl & Secretary
Volvo Group North America, Inc.
7900 National Service Rd
Greensboro, NC 27409-9416

RE: Process Served in California

FOR: Mack Trucks, Inc. (Domestic State: PA)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Gong, Pltf. vs. GMC Oakland Truck Center, Dft. // To: Mack Trucks
Name discrepancy noted.

DOCUMENT(S) SERVED: Summons, Attachment(s), Complaint, Notice(s), Stipulation, Statement(s)

COURT/AGENCY: Alameda County - Superior Court - Oakland, CA
Case # RG18929152

NATURE OF ACTION: Personal Injury - Vehicle Collision - 11/25/2016

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Process Server on 12/13/2018 at 15:16

JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: Within 30 Calendar days after this summons

ATTORNEY(S) / SENDER(S): Elinor Leary
THE VEEN FIRM, P.C.
20 Haight Street
San Francisco, CA 94102
415-673-4800

ACTION ITEMS: CT has retained the current log, Retain Date: 12/14/2018, Expected Purge Date:
12/19/2018

Image SOP

Email Notification, Therence O Pickett therence.pickett@volvo.com

Email Notification, Donna Niemann donna.niemann@volvo.com

Email Notification, Jennifer Brown jennifer.brown@volvo.com

SIGNED: C T Corporation System

ADDRESS: 818 West Seventh Street
Los Angeles, CA 90017

TELEPHONE: 213-337-4615

FEDERAL COURT PROOF OF SERVICE

Gong v GMC Oakland Truck Center, et al. - Case No.

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to the action. My business address is 633 West 5th Street, Suite 4000, Los Angeles, CA 90071. I am employed in the office of a member of the bar of this Court at whose direction the service was made.

On January 14, 2019, I served the following document(s): NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. 1441(B) DIVERSITY

I served the documents on the following persons at the following addresses (including fax numbers and e-mail addresses, if applicable):

Elinor Leary, Esq.
Kimberly Wong, Esq.
THE VEEN FIRM, P.C.
20 Haight Street
San Francisco, CA 94102

Attorney for Plaintiffs, Hong Li Gong
and Ai Hui Ma

Tel: 415-673-4800
Fax: 415-771-5845
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The documents were served by the following means:

☒ (BY U.S. MAIL) I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses listed above and I deposited the sealed envelope or package with the U.S. Postal Service, with the postage fully prepaid.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

Executed on January 14, 2019, at Los Angeles, California.


Samantha Cox